



JD ORGOCHEM LTD.

(Formerly : Jaysynth Dyechem Ltd.)

CIN No. L24100MH1973PLC016908 • PAN No. AAACJ0902B

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Letter of Appointment

Date: 1st October, 2020

To,
Bharati Ravindra Chandan
91/12, Sagar Niwas,
Bhaudaji X Rd No 10, Matunga,
Mumbai - 400019

Subject: Re-appointment as an Independent Director of the Company.

Dear Sir,

On behalf of the Company, we are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee, the Members of the Company have approved your re-appointment at the 46th Annual General Meeting of the Company held on 28th September, 2019 as an Independent Director on the Board of the Company.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. **Terms of Appointment:**

- a. In accordance with the provisions of the Companies Act, 2013 and the Rules made there under read with Schedule IV of the Act, and applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, you will serve as an Independent Director of the Company for a period of 5 (five) consecutive years commencing from 29th September, 2020 upto 28th September, 2025.
- b. You will not liable to retire by rotation.
- c. Your appointment and tenure as Independent Director will be consistent with the applicable provisions of the Companies Act, 2013 and the Rules made there under read with Schedule IV of the Act, and applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

2. **Board Committees:**

During the Appointment, the Independent Director may be required to serve on one or more of the committees of the Board including Audit Committee, Nomination and Remuneration Committee, Corporate Social Responsibility and Stakeholders Relationship Committee or such other Committees, as the Board may decide.

The Independent Directors is an independent Non-Executive Director and will be identified as such in the Annual Report and other documentation of the Company. If circumstances change, he believes that his independence will be in doubt, Independent Director should discuss the same with the Chairman of the Company as soon as practicable.

3. **Duties and Liabilities:**

The Independent Director will perform her fiduciary duties in a responsible manner and her general legal responsibilities to the Company will be at par with a Non-Executive Director.

The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging her duties, comply with the requirements of Section 166 and Schedule IV of the Companies Act, 2013 ("the Act").

The Independent Director to be held liable only in respect of such acts of omission or commission by the Company which have occurred with her knowledge, attributable through Board processes, and with her consent or where Independent Director has not acted diligently.

4. **Code for Independent Directors:**

The Company has relied on the declaration of the Independent Director that she meets the criteria of independence as provided in Section 149(6) of the Act as also in the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The Independent Director will be required to abide by the guidelines as to professional conduct for Independent Directors as set out in Section 149(8) read with Schedule IV of the Act.

The Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board for all Board members and Senior Management of the Company under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

5. **Time Commitment:**

By accepting the appointment the Independent Director confirms that she will be able to allocate sufficient time to perform her duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, Independent will be expected to devote appropriate preparation time ahead of each meeting.

6. **Evaluation Process:**

The performance of individual directors shall be evaluated by the entire Board, excluding the director being evaluated, on an annual basis.

7. **Remuneration:**

You will be entitled for sitting fees for attending Board and Committee meetings as may decided by the Board of Directors of the Company.

8. **Reimbursement of Expenses:**

In addition to the sitting fees stated in the preceding paragraph, Company shall, for the period of your appointment, reimburse you for travel and other incidental expenses incurred by you in the performance of your role and duties.

9. **Termination:**

You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Articles of Association of the Company, from time to time in force. Your appointment may also be terminated in accordance with the



provisions of the Companies Act, 2013, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and as per the Articles of Association of the Company from time to time in force.

10. **Insurance:**

The Company has Directors' and Officers' (D & O) liability insurance policy and it is intended maintain such cover for the full term of your appointment.

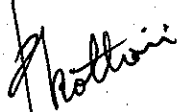
11. **Confidentiality:**

The Independent Director agrees that both during and after the term of Appointment, Independent Directors will not use for her own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which she may acquire by virtue of his position as an independent director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of the director's breach of this term), become available to the public generally.

12. **Authority:**

The letter of appointment will be issued under the authority of the Board.

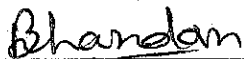
For JD Orgochem Limited



Parag Sharadchandra Kothari
Chairman and Director
DIN: 00184852



Accepted by



Bharati Ravindra Chandan
Independent Director
DIN: 07263623

